

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Gold and Liebengood 1455 Pennsylvania Avenue, N.W. Suite 950 Washington, D.C. 20004	2. Registration No. 3700
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3. Name of foreign principal National Council of Resistance of Iran	4. Principal address of foreign principal 3421 M Street, N.W. Suite 1032 Washington, D.C. 20007
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5. Indicate whether your foreign principal is one of the following type:

- ☐ Foreign government
- ☒ Foreign political party
- ☐ Foreign or ☐ domestic organization: If either, check one of the following:
- | | |
|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
| <input type="checkbox"/> Individual—State his nationality _____ | |

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. N/A
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address 3421 M Street, N.W., Suite 1032, Washington, D.C. 20007
- b) Name and title of official with whom registrant deals. Alireza Jafarzadeh, Foreign Relations Counselor
- c) Principal aim To establish a pluralistic democratic system in Iran.

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

N/A

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

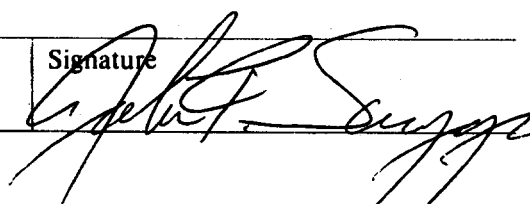
Date of Exhibit A

9/22/95

Name and Title

John F. Scruggs
Managing Director

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant	Name of Foreign Principal
Gold and Liebengood	National Council of Resistance of Iran

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will contact Members of Congress and staff to brief them on the goals and activities of the National Council of Resistance of Iran.

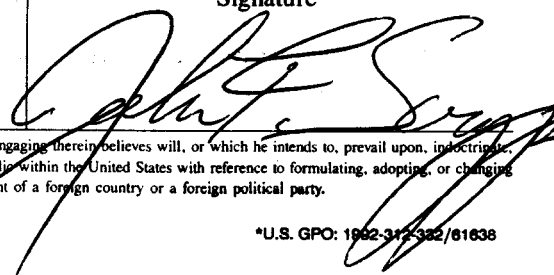
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will attend meetings, make phone calls and send correspondence to federal officials on behalf of the principal.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will discuss with federal officials the goal of the National Council of Resistance of Iran to establish a pluralistic, democratic system in Iran.

Date of Exhibit B 9/22/95	Name and Title John F. Scruggs Managing Director	Signature 
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¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING AGREEMENT

THIS AGREEMENT, made this 6th day of July, 1995 between Gold and Liebengood, a division of Burson-Marsteller which is a wholly owned subsidiary of Young and Rubicam, a limited partnership registered in Delaware, having an office at 1455 Pennsylvania Avenue, N.W., Washington, D.C. ("G&L") and the National Council of Resistance of Iran, a District of Columbia non-profit corporation having an office at 3421 M Street, N.W., Suite 1032, Washington, D.C. ("Client").

WHEREAS, G&L has extensive experience, knowledge and expertise relating to the field of government relations and;

WHEREAS, Client is desirous of retaining G&L to perform services as described below and to render such services to Client;

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Services

G&L will render professional government relations services to Client. Said services are to include:

- A) Relationship Development
- B) Targeting
- C) Development of Collateral Materials
- D) Advocacy
- E) Strategic Expertise and Advice
- F) Political Assessments
- G) Proactive Monitoring and Intelligence Gathering

2. Compensation

The fee for services provided pursuant to this agreement shall be a flat monthly retainer of \$15,000, payable within thirty (30) days of receipt of an invoice for said services.

3. Expenses

All expenses, except for extraordinary expenses and expenses incurred for overseas travel, shall be included within the flat monthly retainer amount. Extraordinary expenses and expenses for overseas travel shall only be incurred with the prior approval of client.

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4. Term and Termination

- A. The initial term of this Agreement shall be from July 21, 1995 through December 31, 1995, unless sooner terminated by either party upon fifteen (15) days prior written notice, provided that either party may terminate this Agreement immediately in the event of any material breach by the other party of this Agreement. Thereafter, this Agreement will continue on a month-to-month basis until terminated. Client shall pay all charges and out-of-pocket expenses incurred up to the effective date of such termination.
- B. Upon the effective date of the termination of this Agreement, all property in G&L's possession belonging to Client shall be turned over to Client.

5. Ownership

Upon termination or expiration of this Agreement, all written material developed by or provided to G&L in connection with the performance of this Agreement, and paid for by Client, including, but not limited to listings, notebooks, reports, findings, recommendations, data and memoranda shall be the property of Client exclusively and returned to Client immediately.

6. Indemnification

- A. Client is responsible for the accuracy, completeness and propriety of the information it provides to G&L concerning Client.
- B. Client will indemnify and hold G&L harmless from all losses, damages, liabilities, claims, demands, lawsuits and expenses including reasonable attorney's fees and expenses that G&L may incur or be liable for arising out of or in connection with allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party.
- C. Client's obligations under this section include payment to G&L for all-time charges and expenses (including reasonable attorney's fees and expenses) incurred by G&L in connection with any subpoena, discovery demand or other directive having the force of law served upon G&L that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

- D. The indemnity obligations of the Client hereinabove set forth shall be in addition to any liability Client may otherwise have and these obligations shall be binding upon and inure to the benefit of any successors, assigns, heirs, and personal representatives of Client, G&L and any other Indemnified Person.
- E. The indemnity obligations described in A. B. C. and D. of this section shall in each and every respect be reciprocal in their entirety as to G&L with regard to client.
- F. The terms and conditions of this Section shall survive the termination of this Agreement and shall continue indefinitely thereafter.

7. Confidentiality

G&L, on behalf of itself and its employees, hereby covenants and agrees that, except for information that is in the public domain, it:

- A. Shall exercise reasonable care and caution to keep confidential any and all proprietary information concerning Client's business and operation which becomes known to G&L by reason of performance of its services on Client's behalf, and which information is clearly marked "confidential" or specifically identified in writing as confidential.
- B. Shall not disclose any marked or identified information to any person outside of the employ of G&L, unless to do so is required in connection with the performance of its services, and in such event G&L hereby agrees to advise said third parties of the confidential nature of said material; or in compliance with a court of governmental order.

8. Compliance with Laws

- A. G&L shall be responsible for making full and necessary disclosure of this agreement and the activities specified herein, pursuant to the requirements of the Foreign Agents Registration Act, 22 U.S.C. Section 611 et seq., the Lobbying Act, 2 U.S.C. Section 261 et seq., and similar statutes.
- B. Both G&L and client agree they shall scrupulously adhere to the provisions of the Foreign Corrupt Practices Act as may be applicable to them. Moreover, neither G&L nor Client will pay or will permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision

thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate for political office, or to any other person with knowledge or expectation that some or all of such payment will be paid to or for the benefit of such official, party or candidate for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his or its lawful duty.

9. Construction

This agreement shall be construed in accordance with and governed by the laws of the District of Columbia. Any dispute arising out of this Agreement shall be adjudicated in the courts of the District of Columbia, and Client hereby agrees that service of process upon it by registered or certified mail at its address set forth above shall be deemed adequate and lawful. The parties hereto shall deliver notices to each other by registered or certified mail (return receipt requested) at the addresses set forth above.

10. Titles

Titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

11. Entire Agreement

This agreement constitutes the entire Agreement with respect to the subject matter hereof, and may only be modified or amended in writing signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date specified below:

Gold and Liebgood
1455 Pennsylvania Avenue, N.W.
Suite 950
Washington, D.C. 20004

National Council of Resistance of Iran
3421 M Street, N.W.
Suite 1032
Washington, D.C. 20007

By: 

By: 

Date: 7/21/95

Date: 7/21/95